CP 2-3 TEAM

Project and Construction Mgmt Team
1775 Park Street
Building 75A
Selma, CA 93662

Construction Package No. 2-3

TRANSMITTAL

NO: CP02-06774

TO: Dragados/Flatiron Joint Venture
1775 Park St, Bldg 75
Selma, CA 93662

DATE: 05/04/2018

ATTN: Michael Costa

REF: Change Order (CO) No: 00035.2 - Caltrans IQA - Phase 2 ROW - Unilaterally Executed

WE ARE SENDING:		SUBMITTED FOR:		ACTION TAKEN:	
	Shop Drawings		Approval		Approved as Submitted
	Letter	√	Your Use		Approved as Noted
	Prints		As Requested		Returned After Loan
√	Change Order		Review and Comment		Resubmit
	Plans				Submit
	Samples	**SENT VIA:**			Returned
	Specifications		Attached		Returned for Corrections
	Other: 00035.2 - Caltrans IQA - Phase 2 ROW	√	Separate Cover Via: CMS		Due Date:

ITEM NO.	COPIES	DATE	ITEM	NUMBER	REV. NO.	DESCRIPTION	STATUS
001	001	05/04/2018				Change Order (CO) No. 00035.2: Caltrans IQA - Phase 2 ROW - Unilaterally Executed.	APP

REMARKS:

Please see the attached Change Order (CO) No. 00035.2: Caltrans IQA - Phase 2 ROW: Unilaterally Executed.

The original is available for pick up.

CHSRA   CP2-3
DOCUMENT CONTROL
RECEIVED SENT

MAY 0 4 2018

BY:

CC:

Signed: Emily Diaz

For: Patrick E Jolly

PCM Design Build Oversight Manager

TITLE: Caltrans IQA - Phase 2 ROW   **DATE:** 05/02/2018

PROJECT: Construction Package No. 2-3   **CONTRACT NO:** HSR13-57

CONTRACTOR: Attn: Michael Costa
Dragados / Flatiron Joint Venture
1775 Park St, Bldg 75
Selma, CA 93662

DESCRIPTION OF CHANGE:

Per an agreement between the AUTHORITY and CALTRANS, CALTRANS will bill its costs associated with the CP 2-3 Construction Package directly to the Authority through an interagency agreement (IA). Further, according to this IA, EXHBIT B, BUDGET DETAIL AND PAYMENT AND PROVISIONS, Section 1, Invoicing, the Authority shall reimburse the Third Party (CALTRANS) directly for the cost of CALTRANS performing independent quality assurance (IQA) of work products produced by DFJV during the Plans, Specifications and Estimate (PS&E), Right of Way (R/W) and Construction phases CONTRACT NO: HSR13-57.

Therefore, Book I, Part B.2 - General Provisions, Section 49.3.2.1, "Reimbursement by the Contractor" of CONTRACT NO: HSR13-57 between the Authority and DFJV shall not apply to the WORK referenced in Attachments 1, 2, and 3 of this change order.

Additionally, some of the work performed by CALTRANS under the IA, is to support Requirements of Book I, Part B.1 - Special Provisions, Section 6.1.1, Table 2, "Responsibility for Obtaining Governmental Approvals." This change removes cost liability only for the Contractor to obtain ROW Encroachment Permit from Caltrans.

The change does not remove field scope of work for the Contractor. No change to the project duration is required as a result of this change.

PCO	Payment Item	Description	Quantity	Units	Unit Price	Net Amount	Time Adj. (Days)
	00001		1.0	LS	($640,000.00)	($640,000.00)	0

Total: ($640,000.00)   **0**

ATTACHMENTS: Interagency Agreement, Attachments 1, 2, and 3

Contractor	California High Speed Rail Authority		
Acceptance by	Submitted by	Recommended by	Approved by

TITLE: Caltrans IQA - Phase 2 ROW   **DATE:** 05/02/2018

PROJECT: Construction Package No. 2-3   **CONTRACT NO:** HSR13-57

Release of Claims

Except as modified by this Change Order, all terms and conditions of the Contract, as previously modified, remain unchanged and in full force and effect. The parties agree that this Change Order is a final and equitable adjustment of the Contract time and Contract amount and constitutes a mutual accord and satisfaction of all claims, current or future, of whatever nature caused by or arising out of the facts and circumstances surrounding this Change Order including, but not limited to, direct, indirect and consequential costs; additional time for performance; and the impact of the modifications specified in this Change Order, alone or taken with other changes, on the unchanged Work.

Contractor's Sworn Certification

By executing this Change Order for the Contractor below, the undersigned for the Contractor certifies as true, under penalty of perjury (under the laws of California, executed in Selma, California), as follows:

This Change Order is made in good faith and in accordance with the terms of the Contract.

The amount of time and/or compensation requested accurately reflects the appropriate adjustments and includes all known and anticipated impacts or amounts that may be incurred as a result of the event or matter giving rise to such proposed change.

The Contractor has no reason to believe and does not believe that the factual basis for this Change Order is falsely represented.

The Contractor has investigated the basis for each Subcontractor claim and has determined that each such claim is justified as to entitlement and amount of money and/or time requested and has no reason to believe and does not believe that the factual basis for the Subcontractor's claim is falsely represented.

Subcontractor's Sworn Certification(s):

Attached as _____ [indicate "none" if no such Subcontractors are involved] are sworn certifications from each Subcontractor involved in the Work or event contemplated by this Change Order in the form above.

Dragados / Flatiron Joint Venture

Acceptance by		
Signature	Unilateral	Date

California High-Speed Rail Authority

Submitted by		
Signature	Patrick E. Jolly, P.E. - Interim DB Oversight Manager	Date 5/2/18
Recommended by		
Signature	Jorge Granados - Acting Design & Construction Manager	Date 5/2/18
Approval by		
Signature	Terry Ogle - Director of Design and Construction	Date 5/3/18

Initials Acknowledging Page 2 of 2

Contractor		California High Speed Rail Authority	
Acceptance by	Submitted by	Recommended by	Approved by